



# **CONSTITUTION**

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# **Landscape Irrigation Association of SA (LIA)**

## **CONSTITUTION**

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# **LANDSCAPE IRRIGATION ASSOCIATION OF SA**

## **CONSTITUTION**

### **1. TITLE & DEFINITION**

- 1.1 The name of the Association shall be the Landscape Irrigation Association of SA referred to hereinafter as the 'Association' or the 'LIA', and represented by a National Council and Regional Committees, and is an Association not for gain.
- 1.2 The Title, Landscape Irrigation Association, and the Logo is registered. Any unauthorised use thereof is forbidden.
- 1.3 The LIA is a juridical person with the power of doing or performing such acts or things as bodies corporate by law do or perform, having perpetual succession and entrusted with fulfilling the task of attaining its object for the public good. The LIA has the capacity to acquire rights and obligations, and in particular shall in its name, be capable of opening bank accounts, investing, lending and borrowing moneys, or purchasing or otherwise acquiring, holding, leasing, buying, selling, exchanging, alienating, hypothecating any property, movable and immovable, burdening such property with a servitude, or otherwise conferring any real rights therein, and generally, without in any way being limited by or restricted to the powers specified above, of entering into any transaction involving contractual or statutory right and obligations or involving real rights or any other kind of transaction and of doing and performing such acts and things as bodies corporate may by law do or perform.
- 1.4 The rights and obligations of the LIA are independent of its members. Ownership of assets vests in the LIA. It exists in its own right, separately from its members and/or office bearers. Members and/or office bearers have no right to the income or assets of the Association.
- 1.5 Membership shall denote mandatory combined/interdependent Company and Individual Categories, referred to hereinafter as 'Company and Individual Membership'.
- 1.6 Principal shall denote Executive Rights, Certification and Experience referred to hereinafter as 'Principal' Company and/or Individual Membership'.
- 1.7 Executive Rights shall denote voting rights, use of the LIA logo and LIA Membership Card referred to hereinafter as 'Executive Rights'.
- 1.8 Certification and Experience shall denote the requisite LIA Landscape Irrigation Design, Installation and Experience Qualification.
- 1.9 In this Constitution and in the Association's by-laws, words imparting the masculine gender shall include the feminine and words in the singular shall include the plural.

### **2. AIMS AND OBJECTIVES**

- 2.1 To improve and maintain the standing of the landscape irrigation industry through strength of representation.
- 2.2 To foster an awareness amongst professional bodies, developers, public authorities and the general public of landscape irrigation and the existence and aims of the Association.
- 2.3 To encourage high standards of design, quality and workmanship.

- 2.4 To ensure that the design of Irrigation Systems follows effective water conservation principles.
- 2.5 To establish facilities for the exchange of information with suppliers of irrigation and ancillary equipment.
- 2.6 To provide members with regular technical information.
- 2.7 To encourage the training of irrigation personnel.
- 2.8 To foster and encourage regular meetings of members.
- 2.9 To liaise with local and international bodies with similar interests.

### **3. MEMBERSHIP**

- 3.1 Membership of the Association will be open to any Business and Individual involved in the Landscape Irrigation Industry who is desirous of improving and maintaining the standing of the Landscape Irrigation Industry and is eligible for Membership.
- 3.2 Membership shall comprise of a mandatory dual Company and Individual Structure, all as defined under the respective Company and Individual Membership Requirements in the Categories of:

<u>Company:</u>	<u>Individual:</u>
Consultant	Honorary
Contractor	Employee
Retailer	Student
Distributor	
Associate	

- 3.3 All applications will be evaluated in terms of information submitted on the combined LIA Company/Individual Membership Application Form and supporting Documentation, with Grade of Membership allocation at the discretion of the Membership Committee.
- 3.4 All Company and Individual Members must agree to abide by the Association's Constitution, Conditions of Membership, Code of Ethics, Code of Conduct, Code of Standards and Payment of Membership Fees.
- 3.5 Only Principal Members have Executive Rights, use of the LIA logo and are issued with a LIA Membership Certificate / LIA Membership Card.
- 3.6 Termination of membership for whatever reason shall entail forfeiture of all membership rights including the right to use the LIA logo, LIA Membership Certificate / Card.

### **4. COMPANY MEMBERSHIP**

- 4.1 Company Membership shall comprise of any Business actively engaged in the Landscape Irrigation Industry having Standards and Services in compliance with the Association's Constitution, Code of Ethics, Code of Conduct and Code of Standards.

4.2 Company Membership will be dependant on Services and Experience as set out under Company Membership Categories/Requirements and must have in their employ at least one individual that has successfully completed the prescribed LIA Residential/Commercial Design Course.

4.3 Where only one certificated individual is employed, this member will represent the principal member company.

4.4 Where Companies have more than one Branch in different towns, each Branch to have separate membership.

4.5 Application for Company Membership / Upgrading shall be submitted on the LIA Company/Individual Membership Application/Upgrade Form, and be proposed and seconded by LIA Members. The Membership Category shall be vetted and approved by the Membership Committee.

#### 4.6 Company Membership Categories

- 4.6.1 Principal Consultant
- 4.6.2 Principal Contractor
- 4.6.3 Principal Retailer
- 4.6.4 Principal Distributor
- 4.6.5 Associate

#### 4.7 Company Membership Requirements

##### 4.7.1 Principal Consultant

A Business actively engaged in Consultancy Services and Design Specifications within the Landscape Irrigation Industry for at least 5 years, and having in their employ at least one Advanced Certificated Individual Member. All design employees to be minimum Residential/Commercial Certificated.

An additional pre-condition for this category of membership is the inspection and approval of design capabilities of the prospective member at the discretion of the regional executive committee.

##### 4.7.2 Principal Contractor

A Business actively engaged in Irrigation Design, Supply, Installation and Maintenance Services within the Landscape Irrigation Industry for at least 1 year, and having in its employ at least one Residential/Commercial Certificated Individual Member.

Public Liability - Principal Contractors must have sufficient cover for the value of the current project.

Principal Contractor must accept full responsibility for the quality of design, installation and conduct of any sub-contractors employed on a quotation basis. This excludes tenders from the consultant/designer who will be responsible/liable for the design.

An additional pre-condition for contracting companies is the inspection and approval of the design and installation of two recently completed projects.

#### 4.7.3 Principal Retailer

A Business actively engaged in the supply of Irrigation Equipment and Design Services within the consumer market for at least 1 year, and, having in their employ at least one certificated individual member. All design employees to be minimum Residential/Commercial Certificated.

An additional pre-condition for retailer membership is that two designs of recently completed projects for each category / type of irrigation design that is undertaken, be inspected and approved.

#### 4.7.4 Principal Distributor

A Business actively engaged in the Supply of Irrigation Equipment and Design Services within the Landscape Irrigation Industry for at least 1 year, and having in their employ at least one certificated individual member and all designers will be Residential/Commercial Certificated.

An additional pre-condition for supplier membership is that two designs of recently completed projects for each category / type of irrigation design that is undertaken, be inspected and approved.

A Distributor offering in-house designs services must submit 2 recently completed designs for inspection and approval.

#### 4.7.5 Associate

A Business, Organization or individual associated with the Landscape Irrigation Industry.

#### 4.8 Principal Company Membership Rights and Privileges

4.8.1 A Principal Company member has Executive Rights and is represented by a certificated individual within their employ.

4.8.2 They shall be entitled to use the LIA logo on letterheads, correspondence and signage.

4.8.3 They may feature in major advertising campaigns.

4.8.4 They will enjoy exposure on the Association website.

4.8.5 They will be included on the LIA's list of recommended members that is circulated to potential clients.

4.8.6 They will have full voting rights.

4.8.7 They will receive LIA newsletters and all other relevant correspondence.

4.8.8 They may attend and participate in all LIA outings, functions and events.

4.8.9 Additional individual memberships are available to other certificated persons in the employ of a principal member at a reduced fee.

#### 4.9 Associate Company Membership Rights and Privileges

4.9.1 Associate companies must be represented by a nominated individual in their employ.

- 4.9.2 They will receive LIA newsletters and all other relevant correspondence.
- 4.9.3 They may attend and participate in all LIA outings, functions and events.
- 4.9.4 They do not enjoy voting rights.
- 4.9.5 Members are not allowed to utilize any logos or wording alluding to their membership of the Association whatsoever.

## **5. INDIVIDUAL MEMBERSHIP**

This category of membership shall apply to:-

### **5.1 Employees**

An individual who is certificated and in the employ of a Principal company. Such certificated employee member shall enjoy voting rights.

### **5.2 Student**

An individual who is enrolled as a student at a *bona fide* training institution.

### **5.3 Honorary Life Membership**

Honorary Life Membership is conferred at the sole discretion of the National Executive. An individual who has been recognized for his support of, service and contribution to the Association and the irrigation industry.

- Nominations must be made by Principal Members via the Regional Executive Committee and must be accompanied by a written motivation.
- The nominee should have previously served as a Regional chairperson.
- Have served LIA, its interests and the industry at large beyond the call of duty.
- Be of good standing and enjoy credibility in the industry

## **6. MEMBERSHIP APPLICATION**

- 6.1 Any Business or Individual wishing to join the Association shall lodge with the Regional LIA Secretary a completed LIA Application Form together with supporting documentation and the non-refundable entrance/administration fee.
- 6.2 Upon acceptance of admission to the Association, the Applicant shall be notified in writing by the Regional LIA Secretary and shall thereupon become liable for the relevant Membership Fees. Should such monies not have been paid within two months of date of notification, the Association may declare the acceptance of admission null and void.
- 6.3 Membership will be renewed on an annual basis subject to payment of Membership Fees, to be paid in full within 30 days of date of invoice or by monthly Bank Debit Order.

## **7. CONDITIONS OF MEMBERSHIP**

Membership of the Association shall be conditional on:

- 7.1 The compliance with the Association's Constitution and Code of Standards.
- 7.2 The regular payment of Membership Fees, attendance of the Association meetings and functions.

- 7.3 Should, at any time after acceptance of an application for membership, it appear that the member had been accepted under misrepresentation; the Association shall have the right to cancel membership.
- 7.4 A member desirous of resigning membership should do so in writing to the Secretary, together with any outstanding dues and/or fees.
- 7.5 If a member commits any willful breach of the Association's Code of Conduct, Ethics or Code of Standards, the Regional Committee may suspend membership and the member concerned shall be afforded the opportunity of remedying or disproving any alleged breach, failing which the Regional Committee shall have the right to call upon such member in writing to resign.
- 7.6 The membership of any member of the Association may be terminated at the discretion of the Executive should such member not abide by the Code of Ethics and/or the Constitution or where a member is found guilty by the Executive of conduct which, in the sole opinion of the Executive is either dishonourable or derogatory to the character or prejudicial to the interests of the Association.
- 7.7 In the event of a member's membership being terminated for any reason other than non-payment of fees, such member shall have the right to appeal to the following Annual General Meeting against the decision of the Executive.
- 7.8 Any Certificate of Membership and benefit issued by the Association shall become null and void upon lapse of membership.
- 7.9 In order to retain full membership each Principal member will be required to submit at least one project for evaluation every second year and achieve a minimum of 60%

## **8. CODE OF ETHICS**

- 8.1 Every Member of the Landscape Irrigation Association of SA shall uphold the integrity and dignity of the Landscape Irrigation Industry and shall, with due regard to Public Interest and that of the Association, adhere to fair and just Business Ethics.
- 8.2 A Member shall render only such Professional Service as he is qualified by training and experience, and shall not misrepresent his qualifications to an Employer, to a Client or any other Party.
- 8.3 A Member shall make no false claims in advertising products or services, and shall display the LIA logo and Membership Certificate only while he is a Member in good standing.
- 8.4 A Member shall not attempt, directly or indirectly, to injure the reputation, prospects or business of another Member or any other Party and shall be morally obliged to expose unethical conduct of any Member to the Regional Committee in writing.

## **9. CODE OF CONDUCT**

In addition to all statutory responsibilities, all members must comply with the following:

- 9.1 To employ sufficient trained staff, adequately supervised, to ensure that services are carried out in accordance with the Code of Standards as laid down by the Association.

- 9.2 To endeavour to ensure that all recommendations, designs and installations are realistically based on true performance characteristics of the equipment used, and are in the best interest of the end user.
- 9.3 To accept full responsibility for the quality of design and/or installation and conduct of any sub-contractors employed.
- 9.4 Comply with the relevant health and safety regulations in the workplace.
- 9.5 To maintain sufficient public liability cover relative to turnover and contracts accepted, the lack of which will not be the responsibility of the Association.

## **10. CODE OF STANDARDS**

- 10.1 Standards for the correct Design, Equipment and Installation of Landscape Irrigation Systems, are as laid down in the LIA Code of Standards Documentation.
- 10.2 All Members of the Association, irrespective of the category, are required to abide by the Association's Code of Standards when undertaking irrigation installations..
- 10.3 Where deviations from the Code of Standards are proposed, these variations shall be agreed to, in writing, by all Parties concerned before installation commences.
- 10.4 The LIA Code of Standards may only be amended by the National Council on recommendation and agreement of the Regional Committees.

## **11. NATIONAL COUNCIL**

- 11.1 The Administration and Management of the National affairs of the Association shall be controlled by a National Council, and shall comprise of the Regional Chairman and one elected Corporate Member from each Region.
- 11.2 Members of the National Council shall hold office for 1 year, and shall be eligible for re-election on termination of their term of office.
- 11.3 On taking office, members of the National Council shall, from amongst themselves elect a President, Vice-President, Secretary and Treasurer.
- 11.4 The President shall hold office for 2 years and shall be eligible for re-election for another term upon termination.
- 11.5 A quorum will constitute not less than 50% of elected Members to the National Council, which must include at least one representative from each Region.
- 11.6 The National Council shall meet not less than once per year at a National Venue with expenses borne by the respective Regions and shall, in addition to administrative duties, be responsible for organizing National Events as and when required.
- 11.7 In the event of a Member of the National Council being unable to attend a National Council Meeting, the Regional Committee may nominate a Deputy in his place, who shall be entitled to full participation and the vote at that particular meeting.

## **12. REGIONAL COMMITTEE**

- 12.1 The Administration and Management of the Regional Affairs of the Association shall be controlled by a Regional Committee, and shall comprise of 5 to 7 Corporate Members, elected at a Regional Annual General Meeting.
- 12.2 Members of the Regional Committee shall hold office for 1 year and shall be eligible for re-election on termination of their term of office.
- 12.3 The Chairman shall hold office for 2 years and shall be eligible for re-election for a second term.
- 12.4 Nomination of candidates for election to the Regional Committee shall be in writing and signed by a proposer who shall be a Member of the Association.
- 12.5 In the event of there being more nominations than vacancies, an election by ballot shall be held.
- 12.6 On taking office, members of the Regional Committee shall, from amongst themselves, elect a Chairman, Vice-Chairman, Secretary and Treasurer.
- 12.7 A quorum will constitute not less than 60% of elected members to the Regional Committee.
- 12.8 The Regional Committee shall meet not less than 4 times a year at a Regional Venue with expenses borne by the Region and shall, in addition to administration duties, be responsible for organising Regional Events as and when required.
- 12.9 In the event of any member of the Regional Committee absenting himself from two consecutive committee meetings without application for valid leave of absence, his membership of the Committee shall automatically be deemed to have lapsed.

## **13. POWERS AND RESPONSIBILITIES OF THE REGIONAL COMMITTEE**

The Regional Committee shall have the right:

- 13.1 To administer and manage the affairs and business of the Region.
- 13.2 To consider applications for enrolment to the Association and to monitor the business conduct and standards of Members of the Association.
- 13.3 Appoint sub-committees for special purposes, save that the Chairman of such sub-committees shall be Members of the Regional Committee.
- 13.4 To draw up by-laws consistent with the terms of the Association with regards to the rights and privileges of Members of the Association.
- 13.5 To co-opt members to its body to fill any vacancies or for any special purpose as it may from time to time deem necessary. Co-opted Members have full participation but no vote.
- 13.6 A resolution put to the vote at an executive meeting, shall be decided by a show of hands. The result of the vote will be minuted i.e. resolution carried, carried unanimously, carried by a particular majority or negated.
- 13.7 Office bearers may be requested to resign from their position at the discretion of the Executive should such member not abide by the Code of Ethics and/or the Constitution or

where a member is found guilty by the Executive of conduct which, in the sole opinion of the Executive is either dishonourable or derogatory to the character or prejudicial to the interests of the Association.

#### **14. DUTIES OF OFFICE BEARERS**

14.1 The Secretary shall keep minutes of all meetings and an attendance register. Records of all correspondence and membership shall be kept.

14.2 The Treasurer shall keep accurate books of accounts and up to date records of the Region's finances and a record of subscriptions outstanding.

#### **15. ENTRANCE AND MEMBERSHIP FEES**

15.1 Entrance (non-refundable) and Membership Fees payable, shall be laid down in the National By-laws of the Association.

15.2 The National Committee shall have the power to adjust and fix the fees and subscriptions on an annual basis with not more than a 20% fluctuation per annum.

15.3 Membership Fees payable will be calculated pro-rata, based on the balance of the calendar year left at the time of application for membership, which extends from 1 January to 31 December.

#### **16. CASTING VOTE**

16.1 The chairman of any meeting will hold a casting vote over and above his deliberative vote.

#### **17. MEDIATION**

17.1 Where a Client is dissatisfied with the work undertaken by a Member of the Landscape Irrigation Association of SA and has, after taking up the matter with the Member in writing within three months of completion of work undertaken, been unable to reach agreement, they may, in writing, submit details of the dispute to the Association for consideration for mediation.

17.2 In the event where the Association has agreed to mediate and agreement is not possible, all parties to accept the findings of an Arbitration Committee appointed by the Association, which will assess the problem on a facts found basis with no redress, financial or otherwise, to the Association or the Arbitration Committee.

17.3 An Arbitration Indemnity form must be signed by all parties and the Association/ Arbitration Committee will be entitled to levy a fee to the disputing parties.

#### **18. REGIONAL ANNUAL/SPECIAL GENERAL MEETINGS**

18.1 The Annual General Meeting shall be held not later than the 1st May of each year.

18.2 The Regional Committee may, at its discretion, or upon receiving a written request signed by at least 10 Principal Members, convene a Special General Meeting, to be held not less than 21 days and not more than 30 days after receipt of the signed request.

18.3 Annual and Special General Meetings must be convened by the Secretary who shall give notice thereof to all members.

18.4 The Annual General Meeting shall have the power to raise or discuss any matter subject to the compliance of the provisions of the Association.

18.5 The quorum of an Annual and Special General Meeting shall comprise 40% of Principal Members and in the event of there not being a quorum, the meeting shall stand adjourned to an agreed date when those members present at the adjourned meeting shall be considered to constitute a quorum, irrespective of the number present.

18.6 No member who is in arrears with his membership fees shall be entitled to vote at any meeting of the Association, or taken into account when determining the quorum of the Association.

18.7 Members not present shall be entitled to vote by proxy on condition that a written consent of that member to that effect shall be lodged with the secretary of the Association by not later than 19:30 on the day prior to voting taking place.

18.8 At any general meeting, a resolution put to the vote shall be decided by a show of hands. The result of the vote will be minuted i.e. resolution carried, carried unanimously, carried by a particular majority or negated.

18.9 The chairman of any meeting will hold a casting vote over and above his deliberative vote.

#### 19. **NATIONAL ANNUAL GENERAL MEETING**

19.1 The National Annual General Meeting of the Association will be held annually within 6 months of the financial year-end.

19.2 At the Annual general Meeting any matter may be raised which has not been satisfactorily resolved by the National or Regional Executive.

19.3 All matters to be raised at the National Annual General Meeting must have been raised at the National Executive via the Regional chairman or have been submitted in writing to the National chairman at least 3 weeks prior to the date of the National Annual General Meeting.

19.4 The quorum of the National Annual General Meeting shall consist of 20 members on condition that each Region is represented by at least three Principal Members and in the event of there not being a quorum, the meeting shall stand adjourned to an agreed date when those members present at the adjourned meeting shall be considered to constitute a quorum, irrespective of the number present.

19.5 Full members of the Association shall, in the event of being unable to attend the National Annual General Meeting, be permitted to cast any votes in writing or by proxy or lay before the meeting a document setting out any matter for discussion.

19.6 Notice of the Annual General Meeting shall be circulated to all members at least (one) 1 calendar month prior to the agreed date for the meeting.

19.7 Any proposed changes to the Constitution shall be submitted in writing to the National Chairman at least one month prior to the date of the National Annual General Meeting.

19.8 The Constitution may only be amended at a National Annual General Meeting or a National Special General Meeting of the Association, provided that notice is given to each member at least fifteen days prior to such an Annual General Meeting.

19.9 Amendments to the Constitution may only be approved by a majority vote of 75% of eligible members present or proxies, provided that at least 75% of those in favour are Principal Members.

**20. FINANCIAL PROVISIONS:**

20.1 The Association shall have its banking account with a bank to be decided on by the Executive.

20.2 All monies received on behalf of the Association shall immediately be deposited in the Association's bank account.

20.3 All payments on behalf of the Association shall be made by cheque signed on behalf of the Association by the secretary or the Chairman or Vice-chairman or other member of the Executive, duly authorised thereto.

20.4 The Executive shall have the right to pay salaries and honoraria and to make other payments to employees of the Association, its members or other persons in respect of services rendered to the Association.

20.5 The income and assets of the Association will only be applied to the furtherance of the objects of the Association and no part of the income may be distributed to any member or members, either directly or indirectly, provided that nothing in this article shall prevent the *bona fide* remuneration to any official or member of the Association in respect of any services rendered by them to the Association.

20.6 The Association shall be capable, in its own name and independently of its members and office bearers, of suing and being sued.

**21. PROFIT MOTIVE:**

The Association does not aim at any profits or other pecuniary benefits for its members.

**22. INDEMNITY:**

The members of the Executive and officers of the Association shall be indemnified and secured harmless from and against all action, charges, losses, damages and expenses which they, or any of them, shall or may have caused, in or about the execution of their duty as a result of any act or omission, except such as they incur or sustain through their own willful neglect or default.

**23. AMENDMENTS TO THE CONSTITUTION**

23.1 No alterations or additions to the Constitution shall be made except at a National General Meeting or a Special General Meeting of all Regions called for the purpose, and then only if at least two-thirds of the Principal Members present vote in favour thereof.

23.2 Notice in writing of any proposed alteration or addition to the Constitution shall be lodged with the Secretary at least twenty-one days before any such meeting.

**24. DISSOLUTION OF ASSOCIATION**

The Association may be dissolved by resolution passed at a National Special General Meeting and if, upon winding up or dissolution of the Association, there remains, after settlement of all its debt and liabilities, any property or assets whatsoever, the same shall not be paid or distributed among members of the Association, but shall be transferred to some other Association or Institute having, in general, the same or similar aims and objectives.